

Chapter 02 - BUDGET EXECUTION (continued)

EXHIBIT XVI

MODEL

Reimbursable
Task No.

INTERAGENCY AGREEMENT

BETWEEN THE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)

AND THE

NAME OF AGENCY

* I. General Information

provide general introductory information about the functions of the agencies entering into the agreement and the purpose of the agreement.

* II. References-and Authorities

Cite statutory and/or regulatory authorities e.g., applicable U.S. Code citations, Executive Orders, GAO Directive(s), etc. Also cite other pertinent references, such as agency directive(s), previous agreements, correspondence or memoranda, etc.

* III. Purpose

Provide reason(s) for which the agreement is necessary, a more detailed account of what is to be accomplished under the terms of the agreement, a summary of what services are to be performed by the respective agencies entering into the agreement, etc.

* IV. Definitions

Identify and define terminology which is unique, technical or, subject to variable definitions, and which is applicable to the agreement. This area could include definitions of both non-technical and technical terminology as may be applicable to the provisions of the agreement.

Chapter 02 - BUDGET EXECUTION (continued)
EXHIBIT XVI (cont'd)

V. Responsibilities of Agencies

A. Support Services and Supplies

Services to be performed by the appropriate agency entering into the agreement should be separately itemized. This would cover, for example, areas such as:

- (1) Plant services
 - (2) Procurement
 - (3) Construction and alterations
 - (4) Personnel services (Include classification and grade level if possible)
 - (5) Capitalized equipment (Each reimbursable agreement will contain a statement indicating whether capitalized equipment will be purchased for purposes of carrying out the agreement. Such equipment will be identified to the extent practicable. It should be made clear to the requesting agency that unless otherwise specified in the agreement, all capital equipment purchased with reimbursable funds will become the property of NOAA upon completion of the project.)
 - (6) Other Services
- (The management responsibilities of the respective agencies under the agreement should be completely identified.)

B. Reimbursement for Support
Services and supplies

The basis for reimbursement to be made by the agency receiving support services and supplies pursuant to the agreement should be set forth. These could include the following:

- (1) Ratio of square footage occupied
- (2) Ratio of technical labor
- (3) Unit cost
- (4) Actual Cost

Chapter 02 - BUDGET EXECUTION (continued)

EXHIBIT XVI (cont'd)

* VI. Programming. Budgeting, Funding, and Reimbursement Arrangements

Within the terms of this agreement,, budgeting, funding,, and reimbursements will be accomplished by the respective agencies entering into this agreement in accordance with the fiscal responsibilities indicated herein.

o Provision should be included for either agency's requirements or proposals to be submitted sufficiently in advance to permit required planning by the agency having to perform the work.

o Provide for estimates of anticipated reimbursements which can be used as a guide in each agency's budgeting and accounting operations and which will ensure reimbursement either to NOAA or to the other agency entering into this agreement (or other public and private organizations and individuals) after vouchers are received and certified for payment. Estimates should be redetermined periodically, semiannually or annually, and reapportioned, as necessary, by amendment to reflect the actual cost experience and prospective changes in the operational requirements stipulated under the agreement. Total dollar values should be included.

o An advance (for the entire estimated cost of the work) is the primary method of payment. However, an advance payment schedule may be established within the reimbursable agreement if the total estimated cost will exceed \$50.000 or the length of time to complete the work will exceed 6 months..

o Include any limitations on actual cost which may be incurred in excess of the estimated cost without the approval of the participating agencies (i.e., 5 percent or 10 percent).

o Include, if appropriate, types of cost which would not be reimbursed.

o The agency address, agency location code, fiscal year, Treasury symbol, and task code must be included in each agreement.

o If applicable, for federal agencies, the on-line Payment and Collection (OPAC) code and OPAC billing address and contact person's name and phone number must be included.

Chapter 02 - BUDGET EXECUTION (continued)

EXHIBIT XVI (cont'd)

o Identify the method of payment for supplies, services, reports, etc., incident to the terms of the agreement; e.g., on receipt of invoice, monthly, advance of fund basis, etc. Be sure to indicate whether advance funding is with or without fiscal year limitations. Also identify the method in which financial transactions will be handled; e.g., - CD-435 "Procurement Request" as a follow-through procurement document that will take care of the accounting transactions required by the terms of the agreement. Indicate that NOAA is an OPAC agency and that billings to most other Federal agencies will use OPAC on a monthly or advance basis.

VII. Procedures for Inspection/quality Assurance

This area should set forth the arrangements regarding inspection and/or quality assurance arrangements required by each of the participating agencies that will assure accomplishment of the objectives of the agreement.

VIII. Publication

"The results of the project herein outlined may be published jointly by the cooperators or by either of these agencies separately. Manuscripts prepared for publication by either party shall be submitted to the other party for suggestions and approval prior to publication. Either party to this agreement shall be free to use any of the results obtained".

o Provision should be made for alternative actions in the event of disagreements regarding the publication. credits and/or releases resulting from any of the projects hereunder.

IX. Public Affairs/Press Liaison

An understanding should be reached regarding lead agency responsibilities for any Public Affairs/ Congressional Affairs data releases concerning any part of the objectives of this agreement or the results obtained under the terms of the agreement.

X. Data Rights

This area should fully identify the rights of the Government to retain all rights to data developed by either party under the terms of the agreement.

Chapter 02 - BUDGET EXECUTION (continued)
EXHIBIT XVI (cont'd)

XI. Subsidiary Agreements

Additional working agreements, including specific reimbursable cost arrangements, if needed, shall be effected in writing by both parties to the agreement.

XII. Third Party Liability

Provision should be made, as necessary, for liability to third parties for any acts arising out of the performance of official duty of Government employee(s) or employee(s) of private contractors.

The agency that should have the responsibility for the investigation, adjudication, settlement and payment of any claims with respect to third party liability arising out of the use,, damage, or destruction of loaned property; that is, property in the custody and under the control of either of the respective parties to this agreement should be fully set forth.

*XIII. Amendments and Review

"This agreement may be amended at any time by the mutual consent of the agencies concerned".

"This agreement will be reviewed periodically, but not less than annually. It may be subject to reconsideration at such other times as may be required and as agreed to by the parties entering into the agreements."

* XIV. Other Provisions

"Nothing herein is intended to conflict with current NOAA or (name of agency) directives. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions of this agreement not affected by inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, such changes as are deemed necessary will be accomplished by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties."

Chapter 02 - BUDGET EXECUTION (continued)

EXHIBIT XVI (cont'd)

"Should disagreement arise as to the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level,, the area(s) of disagreement shall be reduced to writing by each party and presented to the other party for consideration at least / / days prior to forwarding to respective higher quarters for appropriate resolution.

* XV. Terms of the Agreement

"The terms of this agreement will become effective upon the signature of both the approving officials of the respective agencies entering into this agreement".

"The terms of this agreement will remain in effect until terminated by (1) mutual agreement, (2) (specific period) advanced written notice by either party, or (3) the operation/terms of this interagency agreement, whichever shall first occur".

"All direct and indirect phasing out costs shall be paid by the agency requesting the termination. Termination costs claimed shall not exceed the actual costs incurred as a result of termination of the project".

DATE 6-30-94

NOAA Budget Handbook

CH 02	SEC 03
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Chapter 02 - BUDGET EXECUTION (continued)
EXHIBIT XVI (cont'd)

THIS AGREEMENT IS ENTERED INTO AND MADE EFFECTIVE THE
/ / DAY OF / / EXCEPT AS OTHERWISE
PROVIDED HEREIN. THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND
EFFECT UNTIL TERMINATED BY WRITTEN AGREEMENT OF THE PARTIES
HERETO.

APPROVED:

National Oceanic and
Atmospheric Administration

(Participating Agency-Name)

(Signature)
Name, Title - NOAA

(Signature)
Name, Title

Date_____

Date_____

CONCURRENCE:

(Signature)
General Counsel, NOAA

NOTE: The provisions outlined in Exhibit XVI may be
combined, appear in a different order, or
omitted completely when applicable. Those
provisions marked with an asterisk (*) are
mandatory and must be included. The language
appearing in quotation marks may be used
verbatim, if desired; however, material
appearing in brackets is explanatory only